



## Guidelines for Developing Data Sharing Agreements to Use State Administrative Data for Early Care and Education Research

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## Introduction

This resource is intended to provide guidance to early childhood researchers to prepare data sharing agreements related to the use of administrative data from state agencies. A data sharing agreement is a formal document of agreement between two entities that specifies the conditions under which data are to be shared. Data sharing agreements typically specify what (and how) data will be shared, procedures to safeguard the data, and how the data are to be used. Although the term data sharing agreement is used throughout this resource, state agencies may use several alternative terms to refer to these documents (e.g., memorandum of understanding, written agreement, data security agreement, information sharing plan, memorandum of agreement). Researchers should adopt the terminology used by the state agency with whom they are partnering.

There are resources available that address issues related to data sharing agreements, including guides on data sharing for state agencies<sup>1</sup> and data sharing checklists for program staff to use as they build early childhood data systems.<sup>2</sup> (See the Data Sharing Agreement Resources at the end of this document.) This resource builds on those existing materials by compiling relevant information

This resource was developed as part of the Child Care Administrative Data Analysis Center (CCADAC) through the Child Care and Early Education Policy and Research Analysis contract at Child Trends. The work is funded by the Office of Planning, Research and Evaluation, Administration for Children and Families, U.S. Department of Health and Human Services, with funds set aside for research in the Child Care and Development Block Grant Act. CCADAC works to strengthen the ability of state/territory child care administrators and their research partners to utilize administrative data to address policy-relevant early care and education research questions.

<sup>1</sup> Durran, F., Wilson, S., & Carroll, D. (2005). *Putting administrative data to work: A toolkit for state agencies on advancing data integration and data sharing efforts to support sound policy and program development*. Farmington, CT: Child Health and Development Institute of Connecticut. Retrieved from <https://www.researchconnections.org/childcare/resources/9079>

<sup>2</sup> DaSy The Center for IDEA Early Childhood Data Systems (2014). *Data sharing agreement checklist for IDEA Part C and Part B 619 agencies and programs*. Menlo Park, CA: The DaSy Center & Privacy Technical Assistance Center (PTAC). Retrieved from [https://dasycenter.sri.com/downloads/DaSy\\_papers/DaSy\\_Data\\_Sharing\\_Agreement\\_Checklist\\_Access.pdf](https://dasycenter.sri.com/downloads/DaSy_papers/DaSy_Data_Sharing_Agreement_Checklist_Access.pdf)



from multiple sources into one document and sharing guidance from researchers with experience developing such agreements. It also includes examples of data sharing agreements (see Appendix A).

## Developing a Data Sharing Agreement

Developing a data sharing agreement is only one of many activities needed when researchers are interested in using another organization's administrative data. Research using administrative data is best conducted in the context of a strong partnership between researchers and the agency overseeing the administrative data, and there are many ways to develop and maintain productive research partnerships.<sup>3</sup> This section provides an overview of the recommended steps for researchers to follow when developing a data sharing agreement with a state agency. Information in this section is based, in part, on the experiences of and advice from early childhood researchers who have developed these agreements with state agencies.

It is important to allocate adequate time to develop a data sharing agreement. It could take several months to more than a year<sup>4</sup> to finalize a data sharing agreement, with even more time needed in certain circumstances. At least a year is recommended to develop and complete a data sharing agreement.

### Step 1: Identify the data needed to answer the research questions.

The first step in the development of a data sharing agreement is to identify which data elements or variables are needed to answer the research questions developed by the research team and the state agency. The data of interest may reside in multiple databases and may require the use of unique identifiers to match individuals across data sources. It may be useful to develop a list of all necessary data elements and note where they are located. If multiple data sets must be merged, then researchers and agency staff should discuss who will merge the data—and how it will be merged—so that the agreement can address any relevant details about merging.

#### Advice from researchers

Because the data sharing agreement will grant permission for researchers to use specific data to address specific questions, it is important to clarify the research goals and questions among state agency staff and researchers early in the process.

Knowing that a successful research partnership is mutually beneficial, it is important for researchers to understand what the state agency wants to learn from the research project. How can the research answer a question of interest to state agency staff?

It may be helpful to speak with agency or program staff who have a deeper understanding of the types of data collected by the state and where these data are housed. Agency and program staff can also provide insight into the quality of specific data elements of interest. This process may take multiple conversations and can be time-intensive.

### Step 2: Identify the organizations that own, oversee, or manage the data.

As a second step, researchers will need to identify where the data of interest are housed and who manages the data. In some cases, data may be housed or managed within the agency, in another organization, or across several agencies. If multiple organizations are involved, each may have specific requirements for sharing the data. If the data are housed in local—rather than state-level—agencies, then a researcher may have to develop agreements with multiple local organizations.

<sup>3</sup> For additional information on research partnerships, please see Maxwell, K. & Lin, V. (2017). *Developing Collaborative Partnerships with State Agencies to Strengthen Research Using Early Care and Education Administrative Data*. OPRE Research Brief # 2017-16. Washington, DC: Office of Planning, Research and Evaluation, Administration for Children and Families, U.S. Department of Health and Human Services. Retrieved from <https://www.acf.hhs.gov/opre/resource/supporting-use-administrative-data-early-care-education-research-resource-series>

<sup>4</sup> Lee, H., Warren, A., & Gill, L. (2015). *Cheaper, faster, better: Are state administrative data the answer? The Mother and Infant Home Visiting Program Evaluation -Strong Start second annual report*. OPRE Report #2015-09. Washington, DC: Office of Planning, Research and Evaluation, Administration for Children and Families, U.S. Department of Health and Human Services. Retrieved from <https://www.acf.hhs.gov/opre/resource/cheaper-faster-better-are-state-administrative-data-the-answer-the-mother-and-infant-home-visiting-program-evaluation-strong-sta>

### **Step 3: Identify the individuals who will be responsible for developing, reviewing, and approving the data sharing agreement.**

Researchers will need to work with state agency staff to a) develop the data sharing agreement, b) review the agreement, and c) sign and approve the agreement. It may be useful to work with state agency legal staff from the beginning to identify which components must be included and to identify and address any potential legal concerns early in the process. Researchers may also wish to work with agency staff to develop a timeline for developing and executing the agreement.

#### **Advice from researchers**

Set clear expectations about the dissemination of the analysis of administrative data for the research project, particularly if it is funded by a federal grant. Ensure that the state understands that a federal grant may require reports to be publicly disseminated. Ask about other dissemination strategies of interest to the state agency.

### **Step 4: Develop a draft agreement.**

It will be easier to develop a data sharing agreement if there is an existing template. If the state agency has a template, follow the template and procedures specified by the agency. If the organization does not have a template, work with them to develop a draft data sharing agreement. It may be helpful to reference examples of data sharing agreements from colleagues or other researchers with experience. (See Appendix A for two examples.)

The legal department may be consulted regularly to identify and resolve any issues as an agreement is developed. Legal review by both organizations should ensure that the agreement addresses all relevant issues. It may also help to review relevant federal policies related to the use of administrative data of interest (e.g., Family Educational Rights and Privacy Act [FERPA]).

Including the components described in this resource and following the suggested steps in developing an agreement should increase the likelihood of addressing the major issues of concern to interested parties. Having an external deadline—such as submission of a grant application for the state or research partner to receive funding to conduct the research—may expedite the process.

### **Step 5: Share the draft agreement.**

Once the research and state agency staff have developed the first draft of the data sharing agreement, it should be sent for review to the appropriate person or entity in both organizations. If there are questions or concerns, the research and state agency teams should revise the agreement as needed. If there are significant issues that must be resolved, it may be beneficial to bring everyone together to discuss the issues (e.g., legal staff at universities and state agencies, agency lead, agency staff, and researchers involved in the project).

### **Step 6: Finalize the agreement and obtain signatures of approval from the state agency(ies) and research partners.**

Multiple rounds of questions or negotiations may be needed between the first draft and the final version of the data sharing agreement. Once all issues have been resolved, the authorized individuals for the organization(s) providing the data and the organization receiving the data must sign the agreement.

#### **Advice from researchers**

If the state agency wants you to share the research data set with them so that they can conduct further analyses, it may be useful to build in time and resources to help agency staff understand the data set (e.g., develop a codebook, meet with staff to review the data set).

# Components of a Data Sharing Agreement

A data sharing agreement addresses various aspects of sharing data between two organizations. The following section describes common components of data sharing agreements, as identified by researchers and in various resources.<sup>5,6,7</sup> This is not meant to serve as an exhaustive list. Each agreement may require some or all of the components below, while others may require components that are not listed. Researchers and agency staff that own the data will need to identify the necessary components for their specific data sharing agreement.

- **Name of the organization or individual authorized to share the data:** It is important to identify who (which agency and individual) is responsible for and authorized to share the administrative data requested for the research. It is possible that researchers will begin discussing data use with an individual or organization that houses the data, but will then need to work with another individual or agency to receive permission to use the data. The agreement will need to be signed by the organization and individual with legal authority over the data.
- **Name of the organization that will use or is requesting the data:** An agreement can include contact information for the lead researcher (i.e., principal investigator) requesting the data, as well as the person at the research organization with legal authority to sign a data sharing agreement and ensure that all parts of the agreement are fulfilled.
- **Project contacts and approved researchers:** It may be helpful to list key contacts at the state agency and on the research team, as well as the names of any research staff who will have access to the data. The agreement should also identify a process for revising key contacts and members of the research team authorized to use the data, in case any project staff or researchers change during the project period.
- **Purpose for the request to use data:** The data sharing agreement should state the purpose of the research and delineate the research questions that will be addressed. This section is also useful for describing the benefits of the specific project to the state agency as it may be easier to reach an agreement in sharing data for projects that are more closely aligned with agency needs.
- **Data elements requested:** Researchers and state agencies must work together to identify the specific data elements requested to answer each research question. This may include delineating the months or years in which data are requested. The state agency will be helpful in identifying which data sets contain the elements of interest. This section should also include the name and format of the data elements, as well as the name of the data sets wherein each element can be found. If new data elements must be created, the agreement should specify whether the state agency staff or researchers will create them. Some research projects may require linking data across multiple databases. If linking is needed, the agreement should describe the procedures for linking databases and who will be responsible for the linking. This section might also specify the documentation (e.g., user's guide, instructions) that the state agency will provide to help researchers understand the data elements.

## Advice from researchers

Researchers may be required to obtain Institutional Review Board (IRB) approval for research and should determine whether IRB approval is required before data sharing agreements are developed, or if data sharing agreements must be in place before IRB approval. Research organizations and state agencies may have different rules and preferences that will affect the timing and narrative in the IRB proposal.

<sup>5</sup> Durran, F., Wilson, S., & Carroll, D. (2005). Putting administrative data to work: A toolkit for state agencies on advancing data integration and data sharing efforts to support sound policy and program development. Farmington, CT: Child Health and Development Institute of Connecticut. Retrieved from <https://www.researchconnections.org/childcare/resources/9079>

<sup>6</sup> DaSy The Center for IDEA Early Childhood Data Systems (2014). Data sharing agreement checklist for IDEA Part C and Part B 619 agencies and programs. Menlo Park, CA: The DaSy Center & Privacy Technical Assistance Center (PTAC). Retrieved from [https://dasycenter.sri.com/downloads/DaSy\\_papers/DaSy\\_Data\\_Sharing\\_Agreement\\_Checklist\\_Access.pdf](https://dasycenter.sri.com/downloads/DaSy_papers/DaSy_Data_Sharing_Agreement_Checklist_Access.pdf)

<sup>7</sup> Epstein, D., Maxwell, K. L., & Lin, V. (2016). Data direction 4: Building a data sharing partnership with other organizations. Report #2016-34. Bethesda, MD: Child Trends. Retrieved from <https://aspe.hhs.gov/building-capacity-use-linked-data-program-improvement-and-research-initiatives>

- **Period of data use:** Researchers and state agencies should define a timeline for the project, including a specific termination date for the data sharing agreement (e.g., through December 31, 2019). The end date should allow enough time to analyze the data, write reports, and possibly address any follow-up questions or analysis. The period of data use may extend for multiple months or years.
- **Security guidelines and expectations:** The agreement should describe any security measures related to the storage and management of administrative data, including how to manage personally identifiable information (PII)<sup>8</sup>. It should describe how the research team plans to protect PII—for example, through the use of a secure server and a secure data portal, or a secure exchange with limited access granted to the research team. The agreement should address any state- or agency-specific requirements for securing data. If there are federal or state regulations about data security for which the agency is responsible, those responsibilities may need to be transferred to the research partner using the data. This section should specify who has access to the data. For data security reasons, the agreement may specify that access to data is limited to only those who work on the research project. This section may also include guidelines for how and when data will be disposed.
- **Reporting guidelines and expectations:** Agencies may have requirements regarding the reporting of certain information; it is important to clarify those expectations in this section. For example, a state agency may require that the researcher does not report findings about a specific program or geographic location. They may request that data not be shared for any group for which there are fewer than 10 (or some other small number of) cases. This might also include expectations that the state agency will have a chance to review and/or approve reports and presentations before they become public. If the data include PII, then this section should also describe how PII will be protected when reporting research findings (e.g., findings will only be reported in aggregate).
- **Roles and responsibilities of participating parties:** Clarifying roles is important for both the state agency and researchers involved in the work. This section of the agreement describes the responsibilities of each organization and might address responsibilities for funding the work, for merging multiple data sets, for answering questions about the data, and for determining rules for when to suppress results because a group is too small.
- **Compensation:** If the research organization will compensate agency staff for their help with the work, then such compensation should be noted in the agreement. If the agency will not receive any funds for the work, then the document can note that the agency has agreed to provide the data as delineated in the agreement at no cost to the research team.
- **Ownership of analyzed data:** It is important to explicitly state who owns the final data set used for the analysis. If the research team creates new variables, the agreement may clarify whether the researchers are responsible for sharing these new data variables with the state agency. The state agency may also request a copy of the final data set.
- **Review of publication prior to release:** State agencies may wish to review or approve any reports, articles, or presentations prior to release. State agencies and researchers should come to an agreement about procedures for reviewing publications.
- **Institutional Review Board (IRB) or other approvals required:** If IRB or other approvals are required, they should be noted in the agreement, including who is responsible for obtaining the approvals.
- **Protocol for reporting any issues or breaches:** Define steps to take in the event of a security breach or unanticipated event in using the data. This will be especially important for data that include PII. For example, in the event that a laptop storing administrative data is stolen, it is important to have a procedure in place for reporting and managing the loss of the data.

<sup>8</sup> Personally identifiable information refers to any information that can be used on its own or with other information to identify an individual.



- **Expectations about and methods for destroying the data at the end of the project:** There may be specific state regulations regarding the safe destruction of data, such as the types of software programs that must be used to remove the data from a computer. The state agency and the lead researcher should come to an agreement about procedures to destroy the data at the end of the project.
- **Expectations about retention of de-identified data for restricted access use:**<sup>9</sup> Researchers may be required by a funder to archive the data for future restricted access use by other research teams. The state agency and the researchers should come to an agreement about the procedures for retaining de-identified data for restricted access use.
- **Expectations about and process for making modifications or changes to the agreement:** It is useful to document steps for modifying the agreement if an unanticipated issue arises that warrants a revision. Information in this section could include specification of which, if any, changes can be made without approval, along with the process for requesting a modification.

## Data Sharing Agreement Resources

This resource builds on existing materials by compiling relevant information on the development of data sharing agreements from multiple sources. In addition to the resources cited throughout this document, the list below includes some specific resources that address data sharing agreements.

- Durran, F., Wilson, S., & Carroll, D. (2005). *Putting administrative data to work: A toolkit for state agencies on advancing data integration and data sharing efforts to support sound policy and program development*. Farmington, CT: Child Health and Development Institute of Connecticut. Retrieved from <https://www.researchconnections.org/childcare/resources/9079>

The toolkit provides guidance to state agencies on enhancing their practice around data use and data sharing, including how to work with institutional review boards, developing research protocols, and writing formal data sharing agreements.

- DaSy The Center for IDEA Early Childhood Data Systems (2014). *Data sharing agreement checklist for IDEA Part C and Part B 619 agencies and programs*. Menlo Park, CA: The DaSy Center & Privacy Technical Assistance Center (PTAC). Retrieved from [https://dasycenter.sri.com/downloads/DaSy\\_papers/DaSy\\_Data\\_Sharing\\_Agreement\\_Checklist\\_Access.pdf](https://dasycenter.sri.com/downloads/DaSy_papers/DaSy_Data_Sharing_Agreement_Checklist_Access.pdf)

This document summarizes the requirements for data sharing agreements under the audit or evaluation exception specified in Family Educational Rights and Privacy Act (FERPA), which also applies to the Individuals with Disabilities Education Act (IDEA) for Part C early intervention and Part B 619 preschool special education.

- Epstein, D., Maxwell, K. L., & Lin, V. (2016). *Data direction 4: Building a data sharing partnership with other organizations*. Report #2016-34. Bethesda, MD: Child Trends. Retrieved from <https://aspe.hhs.gov/building-capacity-use-linked-data-program-improvement-and-research-initiatives>

This resource highlights the steps in developing a data sharing partnership between agencies or programs. This resource includes guidance on (1) identifying research questions, (2) establishing partnerships, (3) working with an organization's data governance entity, (4) deciding which data to link or share, and (5) creating a data sharing agreement.

- Maxwell, K. (2017). *Issues in accessing and using administrative data*. OPRE Report #2017-24, Washington, DC: Office of Planning, Research and Evaluation, Administration for Children and Families, U.S. Department of Health and Human Services. Retrieved from <https://www.acf.hhs.gov/opre/resource/issues-in-accessing-and-using-administrative-data>

<sup>9</sup> Lee, H., Warren, A., & Gill, L. (2015). Cheaper, faster, better: Are state administrative data the answer? The Mother and Infant Home Visiting Program Evaluation-Strong Start second annual report. OPRE Report #2015-09. Washington, DC: Office of Planning, Research and Evaluation, Administration for Children and Families, U.S. Department of Health and Human Services. Retrieved from [https://www.acf.hhs.gov/sites/default/files/opre/mihope\\_strongstart\\_2yr\\_2015.pdf](https://www.acf.hhs.gov/sites/default/files/opre/mihope_strongstart_2yr_2015.pdf)

This brief report provides an overview of multiple issues in accessing administrative data for research purposes.

## The Importance of Establishing a Strong Relationship between Researchers and State Agency Staff<sup>a</sup>

Naneida Lazarte Alcala, PhD

*Research scientist with several years of experience working in state agencies and leading research partnerships*

Working and collaborating with external partners is becoming more and more frequent among state agencies that increasingly have the pressure to improve outcomes of public policies. Implementing and evaluating programs and processes frequently require working with individuals and organizations that have the expertise to support and/or carry out such endeavors. The growing support at the federal, state, and local levels for evidence-based decisions for clients accessing public services<sup>b</sup> represents an additional reason for agencies to seek collaboration with researchers, leveraging scarce resources and enhancing informed policy decision making.

Researchers and agency staff have specific resources and expertise that can benefit each other. The primary assets that state agencies bring to the table—besides actual data—include knowledge of data systems and data collection processes, direct communication with stakeholders, and knowledge of local context, agency practices, and needs. In turn, researchers provide knowledge of field and methodology, access to funding, resources in the form of staff and software, and the expertise in interpreting and disseminating results.<sup>c</sup> In sum, research partnerships with state agencies can result in a win-win outcome for both.

Research efforts with government agencies can take different forms (e.g., research consortia, capacity building partnerships, research portals, and academic research). Having a formal agreement in place outlining important information is a necessary condition for partnerships to operate more efficiently, but not a sufficient one for them to operate more effectively. A formal agreement is usually the starting point of the collaboration providing the frame for the information exchange. For a sustained and genuine partnership engagement that allows long-term research agendas that address a wide range of policy issues and aim to achieve greater impact and transparency, other important components like positive informal relationships are essential.<sup>d</sup> They can be the defining factor for long-lasting collaboration efforts, but take time and deliberate actions.

<sup>a</sup> For additional information on developing research partnerships, please see: Maxwell, K. & Lin, V. (2017). Developing collaborative partnerships with state agencies to strengthen research using early care and education administrative data. OPRE Research Brief #2017-16. Washington, DC: Office of Planning, Research and Evaluation, Administration for Children and Families, U.S. Department of Health and Human Services. Retrieved from <https://www.acf.hhs.gov/opre/resource/supporting-use-administrative-data-early-care-education-research-resource-series>

<sup>b</sup> Feldman, A. (2017). Strengthening results-focused government: Strategies to build on bipartisan progress in evidence-based policy. Washington, DC: Brookings Institution. Retrieved from <https://www.brookings.edu/research/strengthening-results-focused-government-strategies-to-build-on-bipartisan-progress-in-evidence-based-policy/>

<sup>c</sup> National Center for Education Statistics (2017). SLDS issue brief: Forming research partnerships with state and local education agencies. Washington, DC: National Center for Education Statistics. Retrieved from <https://slids.grads360.org/#communities/pdc/documents/2732>

<sup>d</sup> Gooden, S.T., Graham F. S., & Martin, K. (2014). Research partnerships at the state level: Bridging the academic practitioner divide. *State and Local Government Review*, 46(3), 184-196. Retrieved from <http://journals.sagepub.com/doi/abs/10.1177/0160323X14542618?journalCode=slgb>

## The Importance of Establishing a Strong Relationship between Researchers and State Agency Staff, cont.

At least three fundamental factors contribute to the development of such relationships. First, the ability to build a mutually beneficial collaboration—accepting, embracing, and understanding needs and cultural differences. Second, there must be a commitment to maintaining active engagement of partners, including internal colleagues, by learning how to communicate effectively with them while disseminating information, promoting participation, and acknowledging contributions and achievements.<sup>e</sup> Third, there must be eagerness to be honest and authentic, building transparency between partners on behalf of the organizations involved and the partnerships themselves. All three contribute to the foundation of trust, which in turn is the cornerstone of relationships and collaborative work in which competence and commitment can greatly promote better decisions and produce practical and more efficient recommendations for policymakers.

*Disclaimer: Although Dr. Lazarte Alcala is an employee of the Oklahoma State Department of Education, the views and opinions expressed in this article are those of the author and do not necessarily reflect the official policy or position of the Oklahoma State Department of Education.*

<sup>e</sup> McManus, Sue and Ros, Tennyson. “Talking the Walk: A Communication Manual for Partnership Practitioners.” International Business Leaders Forum, 2008. [https://business.un.org/documents/resources/talking\\_the\\_walk.pdf](https://business.un.org/documents/resources/talking_the_walk.pdf)

## Conclusion

Research using administrative data relies on a strong partnership between researchers and the agency that owns and uses the data. A successful research partnership includes many steps, from the initial generation of a possible research question of shared interest to the dissemination of a full report of findings. Developing a data sharing agreement is an early and critical step in conducting research with administrative data. The process for developing a data sharing agreement can be time-consuming and may feel overwhelming. Researchers and state agency partners who understand the components for inclusion in a data sharing agreement and the steps in developing an agreement may find it easier and faster to develop and finalize a data sharing agreement to support their collaborative research.

## Appendix A: Examples of Data Sharing Agreements

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This appendix includes two examples of data sharing agreements between state agencies and research organizations. We provide these examples so that individuals who need to develop a data sharing agreement can see how other organizations have created their agreements. These examples are not intended to serve as templates. For example, the agreements in this appendix may not include all suggested components outlined in this resource, and may include additional components that were not mentioned. Each state and organization has specific needs and data policies that affect the content of a data sharing agreement. Researchers should work closely with their state agency partners to execute a data sharing agreement that meets the unique requirements of each partnership.

### Example 1: Maryland State Department of Education and Child Trends

#### MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE MARYLAND STATE DEPARTMENT OF EDUCATION AND CHILD TRENDS, INC.

This Memorandum of Understanding (“MOU”) is entered into this 10th day of November, 2014 by and between the Maryland State Department of Education (MSDE) and Child Trends, Inc.; and hereinafter collectively referred to as the “Parties”, in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”) and its implementing regulations, 34 C.F.R. Part 99.

WHEREAS, MSDE is the state education authority as defined by FERPA, which collects and maintains education records containing confidential personally-identifiable information (PII) of students who are enrolled in child care programs in Maryland;

WHEREAS, MSDE is authorized to disclose such data under 34 C.F.R. §99.31(a)(3) (also referred to as the “Audit/Evaluation” exception), which permits the disclosure of PII from education records without prior consent to an authorized representative of the state education agency for the purpose of carrying out an audit or evaluation of federal and state supported education programs, including, but not limited to, early childhood education programs;

WHEREAS, Child Trends, Inc. in order to evaluate early childhood education programs to describe longitudinal patterns in continuity of subsidy spells and identify differences in these patterns, to examine the association between quality of care and subsidized care arrangements, and to examine the association between new guidance regarding administration of subsidy redetermination periods and spell length, accreditation data and CCATS subsidy and licensing record data from MSDE’s data systems must be linked and provided Child Trends, Inc. by RESI at Towson University. ;

WHEREAS, pursuant to this MOU, RESI on behalf of MSDE will disclose accreditation data and CCATS subsidy and licensing record data as the authorized representative of MSDE, as defined in 34 C.F.R. §99.3, for the purpose of describing longitudinal patterns in continuity of subsidy spells and identifying differences in these patterns, to examine the association between quality of care and subsidized care arrangements, and to examine the association between new guidance regarding administration of subsidy redetermination periods and spell length.

WHEREAS, MSDE will at all times retain ownership of the CCATS and accreditation education records that it discloses,

NOW, THEREFORE, it is hereby agreed between the Parties that:

RESI, Towson University is authorized representative pursuant to FERPA for the permitted access and analysis by Child Trends, as set forth within this MOU and Addendum A.



## **I. Data Provided**

- a. MSDE will allow certain confidential data as set forth in Addendum A, attached hereto and incorporated herein, to be transmitted from RESI to Child Trends, Inc. for the purpose of evaluating early childhood education programs to describe longitudinal patterns in continuity of subsidy spells and identify differences in these patterns, to examine the association between quality of care and subsidized care arrangements, and to examine the association between new guidance regarding administration of subsidy redetermination periods and spell length.
- b. The confidential data referred to in Addendum A contains education records that are collected by or on behalf of MSDE. The records that are provided to Child Trends, Inc. and all information derived from those data resulting from mergers, matches, or other uses of the data provided by RESI with other data, are subject to this MOU (all together referred to hereinafter as the “target data”). RESI shall transmit the target data under this MOU by disc to Child Trends, Inc. via FedEx. Child Trends, Inc. shall transmit the target data, or data files containing derivative data, between the two stated locations in this MOU only on password-protected disc via FedEx or via secure FTP.
- c. Child Trends, Inc. may use the target data only for the purposes stated in this MOU.
- d. Child Trends, Inc. use, maintenance, and disclosure of the target data is subject to the limitations imposed by the provisions of this MOU and FERPA.

## **II. Individuals Who May Have Access to the Target Data**

- a. Child Trends, Inc. agrees that all data be confined to two locations, unless specifically approved by this project’s Principal Investigator: (1) Child Trends headquarters at 7315 Wisconsin Avenue, Bethesda, Maryland, and (2) at one University of Minnesota location supervised by Professor Liz Davis
- b. Child Trends, Inc. agrees to take all reasonable actions to protect this and other MSDE data sets used in this study from disclosure to non-Child Trends employees, except as specifically directed by the principal investigator or other designated MSDE representative.
- c. Child Trends, Inc. shall protect data by the use of location on a secure server, transfer via secure FTP, password-protection, and restriction on copying as necessary.
- d. Child Trends, Inc. agrees to limit and restrict access to the target data to the following categories of individuals with legitimate interests and who have executed an Acknowledgement of Confidentiality Requirements Form:
  1. The Professional/Technical staff in charge of the project under this MOU.
  2. Project Director and analysis staff in charge or statistical analysis planning and execution under this MOU.
  3. Support staff including secretaries, typists, computer technicians, etc., but only to the extent necessary to support the project.

Disclosure of the target data by Child Trends, Inc. to anyone other than those individuals listed in this section who have executed an Acknowledgement of Confidentiality will result in a penalty to Child Trends.

## **III. Limitations on Disclosure**

- a. Child Trends, Inc. shall handle and maintain the data in a manner that does not permit the identification of parents and students or disclose the target data for any purpose not expressly stated in this MOU as it relates to the work covered in this MOU.

- b. Unless publication is otherwise prohibited, Child Trends, Inc. may publish the results, analysis, or other information developed as a result of any research based on the target data made available under this MOU only in summary or aggregate form, ensuring that no target data is published or disclosed in a way that would allow individual students and their parents to be identified. Cell suppression and other disclosure techniques shall be utilized so that students and/or their parents cannot be identified through small numbers displayed in table cells.
- c. If Child Trends, Inc. violates FERPA's re-disclosure requirements or any other requirement in this MOU, Child Trends, Inc. will be precluded from receiving target data from MSDE in the future.

#### **IV. No Rights Created**

- a. This MOU does not, and shall not be construed to create any rights for Child Trends, Inc., substantive or procedural.
- b. Child Trends, Inc. and MSDE are strictly independent contractors and are not, in any way, employees, partners, joint venturers or agents of the other. Neither shall, in any way, bind the other unless such Party has received written consent of the other.

#### **V. Liability**

- a. Each Party is responsible for its own conduct under this MOU, and retains all defenses, including immunities, available under applicable federal, and Maryland State laws.
- b. The Parties are responsible for complying with the applicable federal and state confidentiality requirements regarding its own activities.
- c. Child Trends, Inc. agrees to indemnify and hold harmless MSDE, and each of its respective officers, employees and agents, from and against any and all claims, damages, judgments, actions and causes of action arising out of the data exchange set forth in this MOU which have resulted from the negligent acts or omissions of Child Trends, Inc. officers, employees and/or agents, to the extent allowed by law. This includes, but is not limited to costs, expenses and legal fees.
- d. Section VI.C. shall not be construed to mean that Child Trends, Inc. shall indemnify the State against liability for any claims, damages, judgments, actions and causes of action that are attributable to the sole negligence of MSDE or MSDE's employees.

#### **VI. Procedural Requirements**

- a. Notice of training on confidentiality and nondisclosure.
  - 1. Child Trends, Inc. shall notify and train each of its employees who will have access to the target data of the strict confidentiality of such data, and shall require each of those employees to execute an Acknowledgement of Confidentiality Requirements Form attached as Addendum B.
  - 2. Child Trends, Inc. shall maintain each executed Acknowledgement of Confidentiality Requirements Form at its facility and shall allow inspection of the same by MSDE upon request.
  - 3. Child Trends, Inc. shall promptly notify MSDE in writing when the access to the target data by any of Child Trends, Inc. employees is terminated, giving the date of the termination and the reason(s) for the termination.
- b. Child Trends, Inc. shall monitor its employees with authorized access to the data to ensure that such employees observe the confidentiality requirements outlined in this agreement.

- c. Child Trends, Inc. shall immediately notify MSDE in writing upon receipt of any request or demand for disclosure of the target data received by Child Trends, Inc.
- d. Child Trends, Inc. shall immediately notify MSDE in writing upon discovering any breach or suspected breach of security or of any unauthorized disclosure of the target data to any individual or entity.

## **VII. Security Requirements**

- a. Maintenance of, and access to, the target data.
  - 1. Child Trends, Inc. shall take all necessary steps to maintain the confidentiality of the target data at all steps of the project, including within any reports, by using appropriate disclosure avoidance techniques.
  - 2. Child Trends, Inc. shall retain the original version of the target data at the locations specified in this MOU and shall not make a copy or extract of the target data available to any unauthorized individuals or entities.
  - 3. Child Trends, Inc. shall maintain the target data, (whether maintained on a mainframe facility, central server, print, or any other medium) in a secure manner in an area that has restricted access to authorized personnel only with legitimate interests in the audit and evaluation. Child Trends, Inc. shall not permit removal of any target data from the restricted access area. Only those individuals who have executed an Acknowledgement of Confidentiality Requirements Form shall be admitted to the restricted storage area.
  - 4. Child Trends, Inc. shall not maintain or transmit data on a portable storage device, such as, but not limited to, a USB flash drive, cell phone, portable laptop, external hard drive or through unencrypted e-mail with the exception of system backup tapes and transmission of target data or derivative data files between the two locations as noted in section II.B. Child Trends, Inc. shall not store or transmit data on personal computers. Child Trends, Inc. will encrypt system backup tapes to prevent data loss.
  - 5. Child Trends, Inc. shall ensure that access to the target data maintained in computer files or databases is controlled by password protection. Child Trends, Inc. shall maintain all printouts or other physical products containing individual-identifiable student information derived from target data in locked cabinets, file drawers, or other secure locations when not in use.
  - 6. Child Trends, Inc. shall ensure that all printouts, tabulations, and reports are edited for any possible disclosure of personally-identifiable target data and that cell sizes are 10 or more.
- b. Child Trends, Inc. shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals.
- c. Destruction of target data.
  - 1. Child Trends, Inc. shall destroy all target data, including all copies, whether electronic or paper, when the information is no longer needed for the purposes for which it was disclosed under this MOU or when this MOU is terminated pursuant to section IX, whichever occurs first. Destruction of the data means that all files and directories containing any data from education records shall be permanently deleted and any hard copies of such data will be shredded.

Child Trends, Inc. shall verify to MSDE that such destruction has occurred. The destruction and verification must occur within sixty (60) months or five (5) years after an event in B.I above, unless a different time frame is specified.

## VIII. Effective Date/Duration/ Modification/Terminations

- a. This MOU shall be effective on the date it is fully executed and shall remain in effect until September 30, 2016, unless the MOU is modified or terminated under this section. The MOU, however, may be extended by written agreement of the Parties.
- b. This MOU may be modified at any time by written consent of the Parties.
- c. Any violation of the terms and conditions of this MOU may result in the immediate revocation of this MOU by MSDE.
  1. MSDE may initiate revocation of this MOU by written notice to Child Trends, Inc.
  2. Upon receipt of the written notice of revocation, Child Trends, Inc. shall immediately cease all activity related to the MOU until the issue is resolved. Child Trends, Inc. will have three (3) business days from the date of the written notice of revocation to submit a written response to MSDE, indicating why the MOU should not be revoked and what measures Child Trends, Inc. will take to remedy the violation and to ensure that there are no future violations of the same type.
  3. MSDE shall decide whether to revoke the MOU based on all the information available to it. MSDE will provide a written notice of its decision to Child Trends, Inc. within ten (10) business days after receipt of Child Trends, Inc. Response. These timeframes may be extended by MSDE for good cause.

**IN WITNESS WHEREOF**, the parties represents that he or she is expressly and duly authorized to execute this MOU and legally bind the party as set forth in this MOU.

CHILD TRENDS, INC.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Director, Child Trends, Inc

## MARYLAND STATE DEPARTMENT OF EDUCATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Assistant State Superintendent of Schools

## APPROVED AS TO FORM AND LEGAL SUFFICIENCY

THIS DAY OF \_\_\_\_\_, 2014

## ADDENDUM A (MD and Child Trends Data sharing Agreement)

Types of Data

Accreditation data and CCATS subsidy and licensing record data from MSDE's data systems through authorized representative RESI, Towson University.

## ADDENDUM B (MD and Child Trends Data sharing Agreement)



## ACKNOWLEDGEMENT OF CONFIDENTIALITY REQUIREMENTS

I, \_\_\_\_\_ hereby acknowledge that I may be given access to confidential, personally-identifiable information, also known as “target data”, as part of an MOU by and among the Maryland State Department of Education and the Child Trends, Inc. to evaluate early childhood education programs to describe longitudinal patterns in continuity of subsidy spells and identify differences in these patterns, to examine the association between quality of care and subsidized care arrangements, and to examine the association between new guidance regarding administration of subsidy redetermination periods and spell length.

As part of the study and in accordance with the MOU, I hereby acknowledge that I:

Cannot use, reveal, copy, disseminate or in any other manner disclose any of the target data transmitted, furnished, acquired, retrieved, derived, merged, or assembled by me or others for any purpose other than those purposes specified in the MOU and related to the work covered by this MOU; and

Must comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C 1232g and 34 C.P.R. Part 99.

I also agree to adhere to all terms and conditions related to the data security requirements and guidelines pursuant to the MOU and Addendum A. I understand that I may be subject to disciplinary action by my employer or civil penalties for disclosing this information to any unauthorized individual or entity.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Organization: \_\_\_\_\_ Date: \_\_\_\_\_

Project: \_\_\_\_\_

## **Example 2: The Massachusetts Department of Early Education and Care and Brandeis University**

### **MEMORANDUM OF UNDERSTANDING Between The Massachusetts Department of Early Education and Care and Brandeis University**

#### **I. PURPOSE**

This Memorandum of Understanding (MOU) is entered into by the Massachusetts Department of Early Education and Care (EEC) and Brandeis University (hereinafter jointly referenced as “the parties”).

The purpose of this MOU is to support the sharing of information between EEC and BRANDEIS UNIVERSITY to study the recent implementation and impact of Voucher Management eligibility reassessment policy change now managed by contracted providers. Specifically, this MOU allows EEC and BRANDEIS UNIVERSITY to exchange information about children and families served through vouchers issued by the CCR&Rs. The exchange of such information will support EEC’s and BRANDEIS UNIVERSITY’s efforts to enhance their understanding of the policy implementation and impact in the field, for families, and to provide information to EEC to help better coordinate services provided to children and families.

Specifically, the study will comprise a quantitative study of the effects of the policy change, utilizing EEC administrative data (including effects overall and for specific sub-populations); and a qualitative study involving: 1) parents, to understand how families are experiencing the new administrative process and help explain results from the quantitative study, as well as provide specific examples of success and challenges with the new changes, and 2) providers, to understand implementation issues that can inform refinement and/or expansion of related policies. As a result, Brandeis expects that this study will be of great interest not only to OPRE (grant sponsor), but also to EEC in helping to (i) formulate new policies and practices related to CCR&Rs/providers’ role in eligibility determinations, and (ii) understand how changing the location of eligibility redetermination differentially impacts various sub-populations (including urban vs. rural and suburban families, Hispanic and Asian families, and immigrant and foreign born families) in order to help form and shape future policies. This research will also help inform the work of policymakers in other states seeking to implement similar approaches to subsidy eligibility redetermination practices.

#### **II. AUTHORITY**

Consistent with the provisions contained within the Fiscal Year 2013 Commonwealth Budget (Chapter 139 of the Acts of 2012, Line Item 3000-1000), and notwithstanding the Fair Information Practices Act (FIPA), MG.L. c. 66A, EEC may share with BRANDEIS UNIVERSITY personal data regarding the parents and children served through voucher subsidies for the purposes detailed in this agreement.

#### **III. CONSTRUCTION OF TERMS**

This MOU is intended to facilitate the sharing of information between EEC and BRANDEIS UNIVERSITY and, therefore, its provisions should be read in the spirit of that intent.

#### **IV. DESIGNATION OF RESPONSIBILITY**

In order to maximize the efficiency of information sharing between EEC and BRANDEIS UNIVERSITY and to minimize variation in the interpretation of the provisions of this MOU, there shall be designated in the Central Offices of BRANDEIS UNIVERSITY and EEC respectively, an individual who shall be assigned primary responsibility for answering questions, as they arise, regarding the propriety of sharing information.

BRANDEIS UNIVERSITY: (CONTACT REDACTED)

EEC: (CONTACT REDACTED)

## **V. DATA EXCHANGE**

On an agreed upon basis, EEC will provide BRANDEIS UNIVERSITY with information regarding children and families served through vouchers. Prior to data sharing, the parties will create an agreed upon list of data elements for the children and families to be sampled. This data element list will become an Attachment to this MOU and will constitute as a written amendment to this MOU. The parties will use secure data transmission methods in compliance with relevant standards established by the Commonwealth's Information Technology Division (ITO), including standards contained in ITO advisory memorandum "Protection of Sensitive Agency Information" dated June 5, 2007.

Prior to transmitting data to BRANDEIS UNIVERSITY under this MOU, EEC will remove personally identifiable information pertaining to children, families and providers.

Brandeis will submit an initial data request in October/November 2013, at the beginning of the grant cycle, in which Brandeis University will request data from a historical time point, most likely 200[5/8], to present, as of October/November 2013. Subsequent to the initial request, Brandeis University will submit a second request in January/February 2014 for all remaining data from calendar year 2013. After that, Brandeis University will submit quarterly requests for data updates throughout the remainder of the grant period starting in March 2014.

Brandeis University will request secure access to de-identified versions of all data elements pertaining to child/family child care subsidy eligibility, usage, placements, and all data elements related to child/family and provider characteristics available in two EEC data systems: eCCIMS, and CCIMS for the time periods 200[5/8] to present. While unique identifying information is requested for children/families and providers in order to analyze subsidy usage, personally identifying information is not part of this request.

BRANDEIS UNIVERSITY will use data provided by EEC under this MOU to ascertain which children and families receiving voucher management will be sampled for the study.

## **VI. PROTECTION OF CONFIDENTIAL INFORMATION**

In order to transfer data and information that are subject to state confidentiality laws and to ensure that the confidentiality of children's and families' personally identifiable information shall always be maintained as required by such laws, the parties agree that:

The parties are subject to and must comply with all applicable laws and regulations relating to confidentiality and privacy, including but not limited to, FIPA, M.G.L. c. 66A; M.G.L. c. 93H; M.G.L. c. 15D;; 606 CMR 10.00;; Massachusetts Executive Order No. 504; and any amendments or other relevant provisions of these laws and regulations. The parties are subject to and must comply with all applicable laws and regulations relating to proper disposal of all paper and electronic media, backups or systems containing personal data and information, including but not limited to M.G.L. c. 93I. Nothing in this MOU may be construed to allow either party to maintain, use, disclose, or share child and family information in a manner not permitted by state and federal laws or inconsistent with this MOU.

Nothing in this MOU shall be construed to authorize the parties to have access to additional data that are not included in the scope of this MOU or permitted by state and federal laws and regulations, or to govern access to the data by entities other than the parties.

If any personally identifiable data elements are improperly used or accessed, the contact persons listed in Section IV shall be notified immediately, both orally and in writing. The parties shall cooperate to enjoin or prevent misuse of, regain possession of, and otherwise protect the Commonwealth's rights in such personal data and ensure the privacy of such data. EEC and BRANDEIS UNIVERSITY agree to

take all reasonable steps to ensure the security of such personal data under their control.

All employees, contractors, and agents of the parties shall comply with this MOU, all applicable state and federal laws, and all agency policies and protocols with respect to the information shared under this MOU.

## **VII. CONTACT PERSONS**

BRANDEIS UNIVERSITY and EEC shall designate an individual to serve as a project contact. The project contacts shall be responsible for ensuring that data is used/disclosed in accordance with this MOU. The parties designate the following individuals as project contacts:

BRANDEIS UNIVERSITY: (CONTACT REDACTED)

EEC: (CONTACT REDACTED)

## **VIII. TERM OF AGREEMENT**

This MOU shall be effective upon its execution by the parties and shall remain in effect until September 30, 2017.

This MOU may be amended by mutual written agreement of the parties.

This MOU may be terminated by the parties mutually agreeing in writing to terminate the MOU or by either party providing sixty (60) days written notice to the other party that it wishes to terminate the MOU, whichever occurs first. Written notice of termination must be delivered to individuals identified in Section IV, above. All obligations outlined in this MOU will cease upon termination.

## **IX. WAIVERS**

The parties agree that failure of either party to insist upon compliance with any of the provisions contained herein at any time shall not waive either party's obligation to comply with such provisions at any other time.

No waiver by any party of any default or breach hereunder by the other party shall constitute a waiver of any subsequent default or breach.

## **X. LIMITATIONS ON SCOPE OF AGREEMENT**

The parties do not intend by this MOU to create any enforceable rights in debtors, third parties, or other similarly situated persons. Any benefits flowing to debtors, third parties, or others as a result of this MOU are merely incidental, and all rights, obligations, benefits and duties are enforceable solely by the parties hereto.

## **XI. SOLE AGREEMENT**

This MOU constitutes the entire understanding between the parties with respect to the subject matter covered by this MOU and shall not be deemed to be added to or modified unless first agreed in writing and signed by the parties.

This MOU, its validity, construction and effect shall be governed by the laws of the Commonwealth of Massachusetts.



The parties hereto have caused this Memorandum of Understanding to be signed by a duly authorized representative on the date written below.

For the Massachusetts Department of Early Education and Care

\_\_\_\_\_

Date: \_\_\_\_\_

Acting Commissioner

For Brandeis University

\_\_\_\_\_

Date: \_\_\_\_\_

Senior Associate Director

Office of Research Administration